

STATE OF TEXAS     §  
                              §  
COUNTY OF TRAVIS   §

**CONTRACT CON0000848 FOR NETWORK IMPLEMENTATION SERVICES**

This contract is effective **March 15, 2018**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Presidio Networked Solutions**, hereinafter referred to as **Contractor**, for the provision of network implementation services. This contract is identified as contract number **CON0000848** and will expire on **August 31, 2018**, unless extended per Section III, Article 11.

This Agreement is composed of the following documents:

1. This contract, including all attachments;
2. TJJD RFQ # 644-8-0202, *Implementation Services for Cisco Network hardware and DNA Center*, issued February 2, 2018; and
3. Contractor's negotiated Response to RFQ # 644-8-0202.

In the event there is conflict between the Agreement documents, the order of precedence shall be the order listed above.

**I. SCOPE OF SERVICES**

For and in consideration of the payment of fees for providing a high level of information technology services in accordance with this Agreement, Contractor will:

- Define customer requirements through a series of interviews, questionnaires and whiteboard sessions to discover, gather and document specific requirements.
- Develop of High- and Low-Level Network Design Documentation by outlining an optimized network for TJJD's new solution as well as detailing the specific configurations of each component of the solution.
- Define a migration strategy based on the artifacts created in earlier phases of this engagement that detail a staged migration schedule to introduce new hardware and protocols into the network.
- Develop a step by step procedure for implementation window-specific activities related to the upgrade or installation of various devices.
- Provide overall implementation assistance and technical expertise associated with the execution of the implementation plans developed as part of this engagement.

In order to achieve the tasks above, Contractor will perform the following:

- Project Management – Facilitate project management activities associated with this engagement, including establishment of team members, meetings/workshops schedule, resource management and change management
- Customer Requirements Development – Gather network architecture requirements and facilitate the development and documentation of the overall Network and the DNA Center requirements.

- High level design development – Build upon prior delivered artifacts to validate network architectural designs and requirements and develop the high level network design
- Low level design development – Using the high level design documentation deliver a low level design document containing detailed network architectural considerations
- Network migration strategy & procedures – Identify key migration requirements and dependencies and develop and document a network migration strategy plan along with the step by step procedures that effectively put the migration plan into action
- DNA Center test and implementation planning – Define a comprehensive test and implementation plan for leveraging the DNA Center product
- DNA Center configuration and implementation – Install and configure the DNA Center product suite and conduct implementation activities in alignment with the delivered planning documents
- Network migration and implementation – Provide assistance and support for the migration and implementation of key devices in designated locations
- DNA strategy development and readiness assessment – Facilitate the creation and documentation of the overall strategy to exploit the capabilities of the DNA Center platform and identify the technical readiness of the environment to support use of the application
- Knowledge transfer – Throughout the engagement, provide knowledge transfer activities for TJJD technical staff and incorporate wrap up sessions at the end of the engagement
- Other items agreed upon between TJJD and Contractor

## **1.2 Proposed Approach**

The project will be organized into three phases:

1.2.1 Phase 1 – Discovery, Design, and Planning: During the first phase of work, Vendor shall collaborate with TJJD on the overall implementation plan, necessary configurations, software architecture, designs, business rules, module configurations, anticipated interfaces with preexisting TJJD systems, and other elements related to design, planning, and discovery.

1.2.2 Phase 2 – Infrastructure Readiness, Configuration, and Implementation - Build, Test, Deploy (BTD). Vendor and TJJD shall use this time to develop, configure, build, and test the planned infrastructure and solution for each of the development, test, and production environments. Where defined, templates provided by TJJD must be used for documentation of all deliverables.

1.2.3 Phase 3 – Deployment, Training, and Technical Support: Deployment shall occur concurrently with staff training.

## **2. Deliverables Requirements and Schedule**

### **2.1 Deliverable Expectations**

- Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the TJJD IT Enterprise Operations Director or designee.
- All deliverables must be submitted in a format approved by the TJJD IT Enterprise Operations Director.
- If the deliverable cannot be provided within the scheduled time frame, the Contractor is required to contact the TJJD IT Enterprise Operations Director in writing with a reason for

the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

- A request for a revised schedule must be reviewed and approved by the TJJD IT Enterprise Operations Director before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.

## **2.2 General TJJD Responsibilities and Assumptions:**

- TJJD will designate a primary technical point of contact to interface to the designated Contractor engineer.
- TJJD will provide remote access for Contractor engineers to complete services.
- TJJD acknowledges that services schedule reflects work effort based on non-contiguous business days

## **2.3 General Contractor Responsibilities and Assumptions:**

- Contractor will provide a Project Manager, R/S Network Consulting Engineer and Certified R/S Senior Architect for the duration of the project.

## **2.4 Contractor Qualifications**

- Have experience implementing, executing and successfully completing a minimum of two projects of similar size and scope for a minimum of five (5) years within the last ten (10) years, preferably in a government setting.
- Be in good financial standing and current in payment of all taxes and fees such as state franchise fees. TJJD reserves the right to request a copy of the Contractor's audited or unaudited financial statement.
  - TJJD may request a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees.
  - When financial statements are requested, TJJD will review the Contractor's audited or unaudited financial statement in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the Contractor's financial resources and ability to provide the service required in the solicitation. TJJD will be the sole judge in determining the sufficiency of the Contractor's financial resources and ability to provide the service.

## **2.5 Delivery Schedule**

The specific delivery schedule will be defined with the awarded Contractor.

<b>No.</b>	<b>Item</b>	<b>General Due Date</b>
1	Engagement Project Management Plan (PMP)	Week 2
2	Detailed customer requirements documentation	Week 4
3	High level network design documentation	Week 7
4	Low level network design documentation	Week 9
5	Network migration strategy plan document	Week 13
6	DNA Center test and implementation plan documents	Week 15

7	Implementation assistance for predetermined locations	Week 22
8	DNA Center strategy planning documentation	Week 24
9	DNA readiness assessment documentation	Week 26

### 3. Reports and Meetings

- The Contractor is required to provide the TJJD IT Enterprise Operations Director with bi-weekly written progress reports of this project. These are due to the TJJD IT Enterprise Operations Director by the close of business every other Wednesday throughout the life of the project.
- The progress reports shall cover all work performed and completed during the preceding 2 week period for which the progress report is provided and shall present the work to be performed during the subsequent work period.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Contractor will be responsible for conducting weekly status meetings with the TJJD IT Enterprise Operations Director. The meetings will be held on Thursday of each week - at a time and place so designated by the TJJD IT Enterprise Operations Director - unless revised by TJJD. The meetings can be in person or over the phone at the discretion of TJJD.

### 4. Contract Amount

The total contract amount for the period of **March 15, 2018**, through **August 31, 2018**, shall not exceed \$399,960.20.

### 5. Invoices

Contractor will submit invoices to the TJJD Claims Department via email at [tjjdinvoice@tjjd.texas.gov](mailto:tjjdinvoice@tjjd.texas.gov) and/or via regular mail at, 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, on invoices bearing Contractor's name, address, and TJJD PO number. Invoices will be submitted by the 10<sup>th</sup> of each month for the work performed in the preceding month.

### 6. Payment

Upon the submission of satisfactory deliverables per the schedule in Section 2.5, TJJD will pay Contractor for work performed during the previous month within thirty (30) days from receipt of proper invoices from Contractor.

Terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 4023.0551 that payment owing to Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.

### 7. Customer/Contractor-Furnished Equipment and Work Space

Unless otherwise arranged, all work will take place on site at TJJD locations. TJJD will make available all core network hardware and software recently procured. Contractor must provide personal computers and any specialty items required to facilitate these services.

## **8. Contractor Response**

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise) unless otherwise agreed to by TJJD IT Enterprise Operations Director.
- All document deliverables must be in formats (hard copy and electronic) as specified by the Customer - at a minimum, the formats must be in industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project, Adobe PDF)
- The Contractor must demonstrate its knowledge and expertise of the environment (e.g., platforms, software, applications, network, tools, etc.) for which work is to be performed
- All items of this agreement shall be done in accordance with DIR Contract DIR-TSO-2542.

### **8.1 Vendor Requirements**

- Provide flexibility to meet TJJD's business needs with customization or configurations when necessary.
- Be responsible for all costs incurred in the performance of the contract.
- Provide all necessary and associated services, labor, materials and equipment to deliver and support the solution in accordance with this contract
- Administer the work by establishing and maintaining effective communication with all groups related to the project.-
- Comply with all laws, ordinances, statutes and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.
- Provide a primary point of contact.
- Designate the specified personnel with the listed qualifications. TJJD reserves the right to request proof of qualifications.
- Ensure all key personnel and team members have and maintain all applicable licenses, certifications, and permits necessary to perform assigned duties. Vendor shall provide TJJD proof of active licenses, certifications, and permits upon award of PO and upon request throughout the term of the Contract.

## **SECTION II: CERTIFICATIONS**

### **Article 1: Equal Opportunity**

Contractor certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of the engagement, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

### **Article 2: Unfair Business Practices**

Contractor certifies that neither it nor its officers have been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Contractor has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, the PO is void.

### **Article 3: Franchise Taxes**

**Section 1:** Contractor certifies that should Contractor be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false, the PO may be cancelled at the option of TJJD or other administrative error sanctions may be taken.

**Section 2:** If Contractor is exempt from payment of Texas franchise taxes, Contractor shall so indicate by attachment to the proposal.

**Section 3:** If Contractor's payment of Texas franchise taxes becomes delinquent during the term of the engagement, Contractor will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, the PO may be cancelled at the option of TJJD or other administrative error sanctions may be taken under the provisions of the PO.

### **Article 4: Required Disclosure of Lobbyist Activity and Certificate of Interested Parties**

Contractor agrees that if, at any time during the term of the engagement, an employee, director, subconsultant, or subcontractor of Contractor is required to register as a lobbyist under Texas Government Code Chapter 305, Contractor shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Contractor must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to the issuance of a PO for these services by TJJD, Contractor must file Form 1295 through the online filing application process on the Texas Ethics Commission website at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). TJJD will acknowledge Contractor's Form 1295 within thirty (30) days of submission.

### **Article 5: Notification to TJJD of Subconsultants and Subcontractors**

**Section 1:** Contractor shall notify TJJD of the selection and/or use of all subcontractors or subconsultants regularly used by Contractor in performing or assessing the performance of Contractor's duties under the PO if paid or anticipated to be paid an amount exceeding five thousand, dollars (\$5,000.00) during the term of the engagement. Contractor may not use subcontractors and subconsultants to perform Contractor's duties under this SOW without prior written approval of TJJD. Approval will not be unreasonably withheld.

**Section 2:** No contractual relationship will exist between Contractor's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under the engagement.

**Section 3:** Contractor shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this engagement.

**Article 6: Compliance with Child Support, Section 231.006, Texas Family Code**

Texas Family Code Section 231.006 provides that neither a child support obligor who is more than thirty (30) days delinquent in paying child support nor a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is eligible to receive payments from state funds under a contract to provide property, materials, or services. **Under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.**

CONTRACTOR MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THE CONTRACT.

For business entities with no identifiable owner of twenty-five percent (25%) or more of the entity, indicate with "NONE" on the first line below.

Name:	Social Security Number:	Percent Ownership:

**Article 7: Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD**

Contractor certifies compliance with Texas Government Code Section 572.054. Contractor has not employed a former officer or employee of TJJD to perform services on Contractor's behalf, to secure the contract, or to represent Contractor in any manner prohibited by Section 572.054. A false certification could result in termination of the contract, withholding of payments, or other administrative error sanctions.

**Article 8: Compliance with Section 2252.901, Texas Government Code, Former or Retired Employee of the Agency**

Contractor certifies compliance with Texas Government Code Section 2252.901, which provides, "A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." Contractor certifies



that he/she/it is not prohibited from entering into the contract because of any prior employment with TJJD.

**Article 9: Specially Designated Nationals and Blocked Persons List; Debarment**

Contractor certifies that it is not on the Specially Designated Nationals and Blocked Persons list (SDN List) maintained by the United States Department of the Treasury Office of Foreign Assets Control (OFAC), <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

Contractor certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

**Article 10: Terrorism**

TJJD is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it by cross-referencing service providers/vendors with the System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list (SDN List), also available at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

**Article 11: Convictions for Hurricane Katrina or Rita**

**Under Section 2155.006, Government Code, the vendor (Contractor) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

Under Section 2155.006(b) of the Texas Government Code, "[a] state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005."

**Article 12: Antitrust**

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution has: (1) violated the antitrust laws of the State of Texas under Chapter 15 of the Texas Business and Commerce Code or federal antitrust laws; or (2) if applicable, communicated



directly or indirectly any contents of your submitted proposal to any competitor or any other person engaged in such line of business during the procurement process for the contract.

**Article 13: Intellectual Property Indemnification**

To the extent required by the Texas Constitution, Contractor will indemnify, defend, and hold harmless the State of Texas and TJJD (including their employees, agents, representatives, assignees, and/or designees) against any action or claim brought against the State of Texas and/or TJJD that is based on a claim that its software infringes any patent rights, copyright rights, or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or TJJD in a judgment or settlement.

If TJJD's use of the software becomes subject to a claim, or is likely to become subject to a claim, as determined through the sole opinion of TJJD, Contractor shall, at its own expense: (1) procure for TJJD the right to continue using such software under the terms of the contract; or (2) replace or modify the software so that it is noninfringing.

**Article 14: Contracting with Executive Head of State Agency**

Pursuant to Texas Government Code, Section 669.003, Contractor certifies that he/she/it is not the executive head of TJJD, was not at any time during the four years prior to the effective date of the contract the executive head of TJJD, and is not a person or business entity that employs a current or former executive head of a state agency; or Contractor and TJJD have complied with the requirements of Section 669.003 concerning board approval and notice to the Legislative Budget Board.

**Article 15: Abandonment or Default**

If Contractor defaults on the contract, TJJD reserves the right to cancel the contract without notice and either resolicit bids or award the contract to the next best responsive and responsible Contractor. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same scope of work, unless the specifications or scope of work are significantly different. The period of suspension will be determined by TJJD based on the seriousness of the default.

**Article 16: Certain Bids and Contracts Prohibited**

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Contractor is not eligible, then the contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor (Contractor) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.**

**Article 17: Gifts and Gratuity**

By executing the contract, Contractor certifies that he/she/it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor, or service to a public servant in connection with the contract. Contractor acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

**Article 18: By signature hereon, Contractor certifies that:**

All statements and information prepared and submitted in relation to the bid/contract are current, complete, and accurate.

**Article 19: Access to Information**

Contractor is required to make any information created or exchanged with TJJD pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552), available in a format that is accessible by the public and at no additional charge to TJJD. Contractor agrees to provide TJJD with this information in a format that is accessible to the public, including, but not limited to, in a non-encrypted electronic format, PDF, and HTML.

**Article 20: Verification of Worker Eligibility Clause**

1. If Contractor is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at the time of the contract award, Contractor shall:
  - a. Enroll in the E-Verify program within thirty (30) calendar days of contract award; and thereafter
  - b. Use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of Contractor's new hires employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by Contractor to perform work, pursuant to the contract, within the United States.
2. If Contractor is enrolled in E-Verify at the time of the contract award, Contractor shall use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of Contractor's new hires employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by Contractor to perform work, pursuant to the contract, within the United States.
3. Contractor shall comply with the requirements of the E-Verify program Memorandum of Understanding (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates Contractor's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJD may terminate the contract.
4. Contractor shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under the contract that is for services or construction.
5. Contractor shall provide, upon request of TJJD, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Contractor employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.
6. If Contractor fails to comply with the requirements of this clause, TJJD may terminate the contract, withhold payment, or impose other administrative error sanctions.
7. The requirements of this clause only apply to contracts for services or construction.

**Article 21: Prohibition on Contracts with Companies Boycotting Israel**

If Contractor is a "company," as defined under Texas Government Code Section 808.001(2), then pursuant to Texas Government Code Section 2270.002, by signing the contract Contractor certifies that it is a company that does not "boycott Israel," as defined under Texas Government Code Section 808.001(1), and will not do so at any time during the term of the contract.

**Article 22: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations**

If Contractor is a "company" as defined as under Texas Government Code Section 806.001, then pursuant to Texas Government Code, Chapter 2252, Subchapter F, Contractor certifies by signature that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization as identified on a list maintained under Texas Government Code Sections 806.051, 807.051, or 2252.153, and thus not prohibited from entering into the contract with TJJD or that it is a company affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization.

**SECTION III: GENERAL PROVISIONS**

**Article 1: Relationship of Parties**

Contractor is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of the contract. No employee of Contractor shall become an employee of TJJD by virtue of the contract.

Contractor agrees and acknowledges that during the existence of the contract, Contractor shall be entirely responsible for the liability and payment of Contractor's and Contractor's employees' taxes of whatever kind, arising out of the performance of the contract. Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Contractor shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

**Article 2: Indemnity**

Contractor agrees to be liable for and hereby does indemnify and hold harmless TJJD and its officers, directors, agents, employees, and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts, or intentional or negligent omissions on the part of Contractor, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from the contract or its performance.

**Article 3: Proof of Financial Stability**

If TJJD has credible information that calls into question Contractor's ability to meet its financial obligations, TJJD may require Contractor to provide proof of financial stability. Correspondence from Contractor's independent auditor that Service Provider is able to meet its current financial commitments shall suffice as proof of financial stability.

**Article 4: Liability Insurance**

**Section 1:** Contractor shall maintain liability insurance in the amount of \$300,000.00 for each occurrence of negligence.

**Section 2:** Contractor shall provide proof of insurance documents to TJJD Contracts Department, upon request.

**Section 3:** The required insurance coverage, in the above stated amount, must be maintained during the term of the contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of the contract or administrative error sanctions.

**Article 5: Confidentiality and Security**

Contractor agrees that all of its employees, contractors, subcontractors, and associates will maintain the confidentiality of all juvenile records and identifying information.

Contractor and all of its employees, contractors, subcontractors, and associates performing maintenance, development, and/or system or database administration must complete the requisite fingerprint and background checks before being authorized to perform work under the contract.

**Article 6: Administrative Error Sanctions**

**Section 1:** In addition to its authority to terminate the contract under Article 7 below or other provisions of the contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

- a. Requiring Contractor to take specific corrective actions in order to remain in compliance with the terms of the contract; and/or
- b. Recouping payment made to Contractor; and/or
- c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assessing liquidated damages for each instance of non-compliance; and/or
- e. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

**Section 2:** Contractor shall cooperate fully with TJJD and its authorized representatives in carrying out corrective action plans.

**Article 7: Termination**

**Section 1:** Contractor may terminate, for convenience, its obligations under the contract by giving thirty (30) days' written notice to TJJD.

**Section 2:** TJJD may terminate, for convenience, its obligations under the contract by giving thirty (30) days' written notice to Contractor.

**Section 3:** TJJD shall terminate the contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Section 4: Cause/Default/Breach:** If Contractor fails to provide the goods or services contracted for according to the provisions of the contract, or fails to comply with any terms or conditions of the contract, TJJD may, upon written notice of default or breach to Contractor, immediately terminate all or any part of the contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under the contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of the contract. The exercise of any of the foregoing remedies will not constitute a termination of the contract unless TJJD notifies Contractor in writing prior to the exercise of such remedy. Contractor shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

**Section 5:** Termination of the contract shall not release Contractor from liability or obligation set

forth in the contract that is expressly stated to survive termination or by its nature

**Article 8: Funding Out Clause**

The contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. In addition, state agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. The contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

**Article 9: Waiver**

No waiver by either party of any breach or default of the other under the contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

**Article 10: Severability**

The provisions of the contract are severable. If any provision of the contract is determined by a court of law or other competent authority to be invalid and contrary to any federal, state, or local law, such invalidity shall not affect the other provisions or applications of the contract, which can be given effect without the invalid provision or application.

**Article 11: Contract Term**

The work associated with this solicitation is contemplated to be completed within a 6 month time frame. The specific period of time will be defined in a work plan resulting from the awarded proposal. Prior to expiration of the original term, TJJD may extend the resulting work plan by a Purchase Order Change Notice (POCN).

**Article 12: Contract Amendment and Merger Clause**

The contract encompasses the complete and entire agreement of the parties. Neither party has made or relied on any representations, stipulations, or agreements other than those expressly contained in the contract. No other contracts or agreements, oral or written, shall constitute a part of the contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of the contract. The contract may only be amended or supplemented by written amendment, executed by the parties hereto or their successors, and expressly made a part of the contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors or change the TJJD contract identification number.

**Article 13: Notice of Changes**

**Section 1:** Contractor shall notify TJJD immediately in writing in advance of any significant change affecting Contractor, including, but not limited to, change of Contractor's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of the contract.

**Section 2:** Contractor shall not transfer or assign the contract or enter into any subcontract for the services under the contract without prior written approval from TJJD.

**Section 3:** Contractor shall not relocate the services provided under the contract from the location to be stated in the preamble without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

**Article 14: Notice**

Required mailed notices shall be addressed to the Contracts and Procurement Division, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711, and to Contractor at Presidio Networked Solutions Group, LLC, 1955 Lakeway Drive, Suite 220, Lewisville, TX 75057.

**Article 15: Governing Law and Venue**

In any legal action arising under the contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

**Article 16: Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to the contract shall use the procedures contained in this Article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the procedures contained in Article 17 below shall be followed thereafter.

**Section 2:** Informal Resolution: Contractor and TJJD staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Contractor and TJJD staff are encouraged to utilize the following mechanism to resolve problems.

**Section 3:** Formal Resolution:

- a. Contractor or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
- b. The Statement of Problem will be submitted to the designated contact, the Director of Business Services and Contracts, unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, to the designated contact, and to the designated contact's supervisor.

**Section 4:** Appeal: Contractor or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD Contracts Department if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) it, the designated contact, the designated contact's supervisor, and TJJD Contracts Department.

**Article 17: Claims for Breach of Contract**

**Section 1:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code, as further described herein, must be used by TJJD and Contractor to attempt to resolve any claim for breach of contract made by Contractor.

- a. Contractor's claim for breach of the contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, Contractor shall submit written notice to the TJJD Executive Director no later than 180 days after the date of the event that gave rise to the claim, stated with particularity as outlined in Section 2260.051. Additionally, said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TJJD and Contractor as would otherwise be entitled to notice under the contract. Compliance by Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- b. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TJJD if the parties are unable to resolve their disputes as discussed under subparagraph a. of this Section.
- c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of the contract by TJJD nor any other conduct of any representative of TJJD relating to the contract shall be considered a waiver of sovereign immunity to suit.

**Section 2:** The submission, processing, and resolution of Contractor's claim is governed by the published rules adopted by TJJD pursuant to Chapter 2260 of the Texas Government Code as currently effective, hereafter enacted, or subsequently amended.

**Section 3:** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

**Article 18: No Third Party Beneficiaries**

The terms of the contract are for the sole benefit of the parties to the contract and will not be construed to confer any rights on any other person.

**Article 19: Audit Clause**

Pursuant to Chapter 321 of the Texas Government Code and Texas Government Code Section 2262.154, Contractor is hereby notified that, the Texas State Auditor's Office (State Auditor) may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under that contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Contractor shall ensure that this paragraph, concerning the State Auditor's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate, is included in any subcontract it awards.

Contractor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Contractor shall maintain all such documents and other records relating to the contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to the contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Contractor shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Contractor's failure to comply with this Article shall constitute a material breach of the contract and shall authorize TJJD to immediately assess liquidated damages. TJJD may require, at Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Contractor.



TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under the contract.

TJJD may unilaterally amend the contract to comply with any rules and procedures of the State Auditor, providing notice of amendment to Contractor.

**Article 20: Debt Owed to State of Texas**

Terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and in accordance with Section 403.0551 of the Texas Government Code, any payments owed to Contractor under the contract will be applied toward elimination of Contractor's indebtedness to the state or delinquency in payment of taxes to the state until the indebtedness or delinquency is paid in full. Contractor agrees that any payments due under the contract will be applied towards any debt Contractor owes to the State of Texas, including, but not limited to, delinquent taxes and unpaid child support payments.

**Article 21: Specifications**

Contractor shall provide services in accordance with the specifications contained in the contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Contractor.

**Article 22: Assignment**

Without the prior written consent of TJJD, Contractor may not assign the contract, in whole or in part, or any right or duty required under it.

**Article 23: Compliance with Other Laws**

In the execution of the contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under the contract.

**Article 24: Execution Authority**

Contractor represents and warrants that the individual signing the contract is authorized to sign this document on behalf of Contractor and to bind Contractor under the contract.

This Statement of Work (SOW) is executed to be effective as of the date of last signature. This SOW is submitted under the terms and conditions of the State of Texas DIR Contract DIR-TSO-2542.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this contract as of the day and year last below written.

**For the Texas Juvenile Justice Department:**

  
\_\_\_\_\_  
Camille Cain, Executive Director  
3/15/18  
\_\_\_\_\_  
Date

**Approved as to form:**

  
\_\_\_\_\_  
TJJD Attorney  
3-12-18  
\_\_\_\_\_  
Date

**For Contractor:**

Kim Dukes Kim Dukes Director, Sales Operations 3-21-18  
\_\_\_\_\_  
Signature Printed Name Title Date

**For Texas Department of Information Resources:**  
**SOW ID # TJJD-000002**

DocuSigned by:  
  
7E04C0B913D547B  
\_\_\_\_\_  
Signature Printed Name Title Date  
Hershel Becker Hershel Becker Chief Procurement Officer 3/29/2018 | 11:47 AM CDT